

Filed in the DISTRICT COURT
Kay County, Oklahoma
PONCA CITY DIV.

IN THE DISTRICT COURT OF PAYNE COUNTY
STATE OF OKLAHOMA

MAR 21 2017

JESSE EHRLICH, an individual,

Plaintiff,

vs.

**STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, a company doing
business in the State of Oklahoma,**

Defendant.

MARILEE THORNTON, Court Clerk
BY Melissa Blum
DEPUTY

Case No.: CJ- 2017-21 PC

JURY TRIAL DEMANDED

PETITION

COMES NOW Plaintiff, Jesse Ehrlich, and for his cause of action against Defendant, State Farm Mutual Automobile Insurance Company, alleges and states as follows:

1. That on or about March 24, 2016, Plaintiff was injured in an accident when an unknown driver of another motor vehicle negligently operated said motor vehicle in such a manner that the unknown driver drove his vehicle in the wrong lane of traffic forcing the Plaintiff to swerve the motor vehicle that he was driving off the roadway, which caused Plaintiff to strike a guardrail on a bridge bringing Plaintiff's vehicle to an abrupt stop.
2. That as a direct result of the negligence of the unknown driver the Plaintiff sustained injuries and expenses for medical attention, with general and special damages totaling a sum in excess of \$75,000.00.
3. That on or about August 31, 2016, in Kay County, State of Oklahoma, the Plaintiff initiated a medical payments (med pay) claim with the applicable insurance carrier, the Defendant, State Farm Mutual Automobile Insurance Company, in the amount of \$14,126.00 for the surgeons bill from the surgery to Plaintiff's left shoulder where said injury resulted from the motor vehicle accident of March 24, 2016 and Defendant is in breach of the insurance contract for failing to pay said amount after Plaintiff made a demand for payment.

4. That on or about October 27, 2016, in Kay County, State of Oklahoma, the Plaintiff initiated a medical payments (med pay) claim with the applicable insurance carrier, the Defendant, State Farm Mutual Automobile Insurance Company, in the amount of \$29,337.34 for the hospital bill from the surgery to Plaintiff's left shoulder where said injury resulted from the motor vehicle accident of March 24, 2016 and Defendant is in breach of the insurance contract for failing to pay said amount after Plaintiff made a demand for payment.
5. That on or about September 28, 2016, in Kay County, State of Oklahoma, the Plaintiff initiated an Uninsured Motorist (UM) claim with the applicable insurance carrier, the Defendant, State Farm Mutual Automobile Insurance Company, for the damages sustained in the motor vehicle accident of March 24, 2016 and the Defendant has breached the insurance contract by not paying the Plaintiff for the full and fair value of his damages.
6. The Plaintiff at all times relevant during the claims handling process cooperated with the Defendant during its investigation of Plaintiff's claims and Plaintiff has met all conditions precedent in the insurance policy in the bringing of said claims.
7. Plaintiff alleges that the Defendant, State Farm Mutual Automobile Insurance Company, has acted in bad faith or has failed to deal in good faith by performing a fundamentally unfair evaluation of Plaintiff's Uninsured Motorist claim in an attempt to have Plaintiff settle for substantially less than the value of his claim, has failed to pay the undisputed amount of Plaintiff's UM claim, has failed to make timely responses to Plaintiff's requests for a status on said med pay and UM claims, Defendant has refused to inform the Plaintiff regarding the medical evidence which Defendant relies to not consider the Plaintiff's left shoulder injury and subsequent surgery as being caused by the motor vehicle accident of March 24, 2016 in regards to both the med pay and UM claims and Defendant has acted unreasonably in its handling of Plaintiff's claims and in its

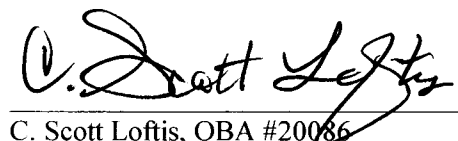
investigation of said claims by refusing to pay valid med pay claims and to pay the full and fair value of the Plaintiff's UM claim.

8. That Defendant, State Farm Mutual Automobile Insurance Company, breach of duty was, at the very least, in reckless disregard for Plaintiff's contractual rights under the insurance policy and such actions deprived the Plaintiff of the insurance benefits that he was entitled to in a timely manner and punitive damages should be awarded against Defendant to deter Defendant and others in its position from acting in the same or similar fashion.
9. Venue is proper in the District Court of Kay County, State of Oklahoma, pursuant to 12 O.S. § 137, due to the Defendant, State Farm Mutual Automobile Insurance Company, having an agent, Ann Bandy, who conducts her business in Ponca City, Kay County, State of Oklahoma.
10. Plaintiff demands judgment against Defendant for a sum in excess of \$75,000.00 for all applicable damages allowed under Oklahoma law.

WHEREFORE, premises considered, Plaintiff demands judgment against the Defendant for ~~damages~~ in an amount in excess of \$75,000.00 for breach of contract and bad faith along with punitive ~~damages~~, plus court costs and attorney fees, pre-judgment and post judgment interest, and any further ~~relief~~ this Court deems just and equitable.

Respectfully submitted,
LOFTIS LAW FIRM

By:



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